

# STIPULATION AGREEMENT

Between the New York State Department of Environmental Conservation, and  
The Town of Oyster Bay, for  
Transfer of Remedial Action Responsibilities,  
as outlined in State Assistance Contract No. C303233,  
to State-Lead Operation and Maintenance,  
for the Claremont Polychemical Site, Operable Unit - Five (OU-5)  
NYSDEC Site No. 130015

## I. Purpose

The purpose of this Stipulation Agreement (Agreement) is to effect an orderly transfer of responsibilities regarding the Operable Unit Five (OU-5) remedy for the Claremont Polychemical site, located at 505 Winding Road, Old Bethpage, New York 11804, from the Town of Oyster Bay State Assistance Contract (SAC) No. C303233 to the New York State Superfund program. The OU-5 off-site groundwater treatment remedy is described in the September 2000 Explanation of Significant Difference (ESD) prepared by the United State Environmental Protection Agency (EPA), amending the September 1990 Record of Decision for the Claremont Polychemical site. The ESD addresses contaminated groundwater which has advanced beyond the capture zone of the Claremont Polychemical on-site groundwater extraction well network.

## II. Definitions

- A. "Claremont Polychemical" or "Claremont" shall mean approximately 9.5 acres of property located at 505 Winding Road, Old Bethpage, New York, 11804 upon which the Claremont Polychemical Corporation formerly operated.
- B. "Old Bethpage Landfill Groundwater Treatment Facility" shall mean the treatment plant located at 501 Winding Road, Old Bethpage, New York 11804, its associated piping and appurtenances along Winding Road and within the Bethpage State Park, and, any rights-of-way, easements or access agreements pertaining thereto.
- C. "Old Bethpage Landfill" shall mean the 68-acre inactive municipal landfill bounded to the north by Bethpage Sweethollow Road, to the east by Winding Road, on the west by Claremont Road and Round Swamp Road, and to the south by the Nassau County Fire Service Academy.
- D. "Operation and Maintenance" or "O&M" shall mean the operation, monitoring, and maintenance of the Old Bethpage Landfill Groundwater Treatment Facility which shall be performed and funded by the State.

Reviewed By  
Office of Town Attorney  


- E. "Remedial Action" shall mean those activities, other than operation and maintenance, undertaken for the purpose of implementing the selected remedy for Claremont Polychemical OU-5.
- F. "Remedial Action Objectives" shall mean the specific goals for protecting human health and the environment set forth in the aforementioned EPA ROD and subsequent ESD for Claremont Polychemical OU-5.
- G. "ROD" shall mean the September 1990 EPA Record of Decision relating to the Claremont Polychemical site and all attachments thereto, as modified by the September 2000 Explanation of Significant Difference (ESD) and all attachments thereto.
- H. "EPA" shall mean the United States Environmental Protection Agency and any successor Departments or agencies of the United States.
- I. "NYSDEC" shall mean the New York State Department of Environmental Conservation and any successor Departments or agencies of the State.
- J. "State" shall mean the State of New York, including its agencies, departments, and instrumentalities.
- K. "Town" shall mean the Town of Oyster Bay, and applicable Departments thereof.
- L. "Transfer Date" shall mean October 01, 2016.

### III. Background

EPA's March 1988 Record of Decision selected a remedial action for the Old Bethpage Landfill site (NYSDEC Site No. 130001) which required the capping of a former municipal landfill and the extraction and treatment of a contaminated groundwater plume identified as resulting from the disposal of hazardous substances at the Old Bethpage Landfill site. The Town constructed a groundwater extraction well network (comprised of five (5) wells) down-gradient of the Old Bethpage Landfill site and an attendant water treatment facility; which commenced operation on or about April 1992. The groundwater extraction and treatment facility has operated continuously since that time.

In September of 2000, the EPA issued an Explanation of Significant Difference (ESD) to the September 1990 Claremont Polychemical ROD (NYSDEC Site No. 130015) in order to address hazardous substances observed in groundwater which had migrated down-gradient of the Claremont Polychemical on-site extraction well network. The ESD identified the three easternmost wells in the pre-existing Old Bethpage Landfill groundwater extraction well network as capturing the Claremont Polychemical off-site plume. Based upon this evaluation and issuance of the EPA ESD, the NYSDEC and the Town entered into a Municipal Response Action Reimbursement Agreement for costs incurred by the Town in treating contaminated groundwater associated with the

Claremont Polychemical site from January 1997 through January 2007. Thereafter, the NYSDEC and the Town entered into the current State Assistance Contract for continued response action associated with the Claremont Polychemical off-site plume.

Under SAC No. C303233, (effective January 2007 through January 2017) the NYSDEC and the Town agreed, and reasonably determined, that 60% of the costs incurred by the Town in operating and maintaining the Old Bethpage Landfill Groundwater Treatment Facility are incurred to remediate the Claremont Polychemical site off-site hazardous substance plume. The Town agreed via the SAC to perform the O&M of the Old Bethpage Landfill Groundwater Treatment facility to address OU-5 of the Claremont Site.

The NYSDEC has elected to terminate the SAC as provided under Section 10 therein, and shall undertake the remedial action for OU-5 of the Claremont Polychemical site through use of the Old Bethpage Landfill groundwater treatment facility. The Town shall release to the NYSDEC all installations constructed (both above and below grade) and equipment purchased or utilized for or during the SAC, and preceding Agreements, and information obtained regarding the groundwater contamination for the purpose of remediating groundwater contamination attributable to the Claremont Polychemical Site. Neither the NYSDEC nor the Town shall have further liability to the other, except as set forth in the SAC. The Town has submitted a "Petition for Termination" requesting the termination of the operation of Recovery Wells RW-1 and RW-2 and the acceptance of utilizing the monitoring data to date to satisfy the Termination Monitoring Criteria requirement, in accordance with the requirements of the 1988 Consent Decree between the State and the Town. Once approved by the NYSDEC, the Town will no longer require use of the facility for remediation purposes, and the NYSDEC shall assume operation of the facility solely for the remediation of the Claremont Polychemical Site. Access to property and equipment, as detailed in Appendix E, shall be provided to the Town for monitoring purposes as further described in Section H.

#### **IV. Stipulation Agreement**

**A. Applicability.** This Agreement applies only to the Claremont Polychemical OU-5 groundwater remedy addressed by the Old Bethpage Landfill Groundwater Treatment Facility, associated extraction wells, infiltration basins, monitoring well network, and relevant appurtenances. The Town has submitted a "Petition for Termination" requesting the termination of the operation of Recovery Wells RW-1 and RW-2 and the acceptance of utilizing the monitoring data to date to satisfy the Termination Monitoring Criteria requirement, in accordance with the requirements of the 1988 Consent Decree between the State and the Town. Once approved by DEC, the Town will no longer require use of the facility for remediation purposes, and shall assume operation of the facility solely for the remediation of the Claremont Polychemical Site. The Town will then enter the post termination monitoring regimen, alleviating any further responsibility by the Town with regard to future operation of RW-1 and RW-2 if post-termination terms are met. DEC reserves the right to require the Town to address landfill-related impacts to groundwater if post-termination monitoring demonstrates noncompliance.

**B. Site History.** On September 28, 1990, EPA issued a ROD for the Claremont Polychemical site which required, among other things, extraction, treatment, and reinjection of the groundwater until remedial action objectives are achieved. EPA designated the off-site groundwater as OU-5, which included remedial measures to address the groundwater contamination that migrated beyond the Claremont Property boundary. In the September 2000 ESD, EPA integrated extraction and treatment of the groundwater migrating off the Claremont Polychemical site into the nearby Old Bethpage Landfill Site groundwater treatment system. The responsibility for the remediation of this plume was transferred from EPA to NYSDEC on December 31, 2006. This portion of the groundwater remedy, or OU-5, has been addressed by NYSDEC through the aforementioned SAC with the Town of Oyster Bay. A depiction of the respective sites is included as **APPENDIX A**.

**C. Funding and Performance of O&M.** Upon transfer of the Old Bethpage Landfill groundwater treatment facility remedial system and associated appurtenances to the State, the State shall be solely responsible for funding O&M activities for OU-5 and ensuring performance of the O&M in accordance with the O&M Manual for the Site.

**D. Transfer Schedule.** The State and Town agree to implement the transfer of responsibilities for the OU-5 Claremont Polychemical groundwater remedy from the Town to the State. The State will commence O&M responsibilities on the Transfer Date. A Transfer Schedule is included as **Appendix B**.

**E. Transfer of Records.** The Town will provide site-related documents which are not already in the State's possession to the State on or before the Transfer Date. Records not transferred prior to the Transfer Date but later found to be germane to the operation of OU-5 and available in the Town's files shall be provided to the State by the Town upon request. Records to be transferred in accordance with this paragraph are listed in **Appendix C**. These records will be provided in electronic format.

**F. Training.** Proper training of State personnel will be necessary to operate the groundwater treatment plant. The Town will provide transition training to State employees, consultants, and/or contractors who will be involved with OU-5 O&M and who are designated by the State on or before the Transfer Date. A Personnel Transition Training Plan (PTTP) is attached hereto as **Appendix D**. Completed certifications from all personnel who have completed training will be submitted to the State on or before the Transfer Date, certifying satisfactory completion of the training by the person(s) responsible for O&M activities at the Site.

**G. Town-Owned Property and Equipment.** Town-owned fixtures, equipment, and property associated with the Old Bethpage Landfill groundwater treatment facility are identified on the Property and Equipment Transfer List attached hereto as **Appendix E**. All fixtures, equipment, and property has a negligible independent value outside of the Old Bethpage Landfill Groundwater Treatment Facility and therefore has no value to the Town. All such property will be transferred to the State on or before the Transfer Date. Upon such transfer, full title to all items identified on the Property and Equipment Transfer List is granted to the State. On and after the Transfer Date, the State is

responsible for repairs, replacement, abandonment, and disposal; the Town will have no further responsibility for such property, however, the Town retains the right to receive the treatment plant and groundwater extraction system upon completion of use by the NYSDEC. There will be no requirement for transfer of funds to the Town upon demolition or dismantling of the groundwater treatment system and other such components of the Old Bethpage Landfill Groundwater Treatment Facility.

As the infiltration basins utilized by the effluent of the Groundwater Treatment Facility are also purposed with accepting storm water from the Town landfill property and area roadways, the Town will continue to own and maintain these systems throughout the term of the Agreement but will permit the discharge of the Groundwater Treatment Facility by the NYSDEC, and will allow access to the NYSDEC and its Contractor(s) to inspect and perform sampling of these facilities, as necessary. The NYSDEC and its Contractor(s) will be responsible for ensuring that the effluent discharged to these basins meets all applicable regulatory criteria.

**H. Town Access Rights.** As required by the Consent Decree, as modified, and as requested by NYSDEC, the Town of Oyster Bay shall be permitted to access the recovery wells and monitoring wells that are included in Appendix E to perform any necessary monitoring. In the event that the post-termination groundwater monitoring dictates that recovery wells RW-1 and RW-2 must be restarted, the NYSDEC will permit influent from these wells to be received by the groundwater treatment facility under terms and conditions agreed upon by both parties at such time.

**I. Community Involvement.** The approval of this Agreement will require a Town Board action, which will take place during the action calendar of a regularly scheduled Town Board meeting. The Agreement will be made available to the public for review prior to the Town Board meeting to allow for any resident or interested party to make comment prior to the vote by the Town Board. The Town will have the necessary personnel available at the Town Board meeting to answer any questions.

**J. Responsibilities and Tasks Prior to and Following Transfer.** The Town shall perform those tasks outlined in **APPENDIX F Tasks Prior to Transfer** prior to the Transfer Date. Following transfer of operational responsibilities for the Old Bethpage Landfill Groundwater Extraction and Treatment Facility, the Town shall retain those responsibilities included in **APPENDIX F Continued Town Responsibilities**. In witness whereof, the parties hereto have executed this Stipulation Agreement for transfer of responsibility from the Town, pursuant to the State Assistance Contract No. C303233, to State-lead Operation and Maintenance of the Old Bethpage Landfill Groundwater Treatment Facility for the continued remedial action addressing the Claremont Polychemical site OU-5.

**K. Insurance.** The NYSDEC agrees to require that all of its consultant(s), and contractor(s), shall have and maintain for the activities conducted at these properties, at its or their sole cost and expense, the following policies of insurance procured from insurance companies authorized to do business in New York: (a) Workers Compensation Insurance and Employer Liability Insurance providing statutory benefits

and limits; (b) Motor Vehicle Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of not less than \$2,000,000.00 per occurrence for bodily injury and property damage; and (c) Commercial General Liability Insurance with combined single limits of not less than \$2,000,000.00 per occurrence for bodily injury and property damage naming the TOWN as additional insured. NYSDEC consultant(s), contractor(s) and agent(s) shall not enter the work sites or commence any portion of the work on the work sites prior to delivery to TOWN of an insurance certificate or certificates evidencing the foregoing insurance. The NYSDEC will cooperate with the TOWN in pursuing with the insurer any claim that may arise.

Entity to be listed as Additionally Insured:

Town of Oyster Bay  
Attn. Office of the Town Attorney  
54 Audrey Avenue  
Oyster Bay, NY 11771

FOR THE TOWN OF OYSTER BAY

  
\_\_\_\_\_  
John Venditto, Supervisor  
Town of Oyster Bay

09/27/16  
DATE

FOR THE STATE OF NEW YORK

  
\_\_\_\_\_  
Robert Schick, Director  
Division of Environmental Remediation  
New York State Department of Environmental Conservation

9/30/16  
DATE

APPENDIX A  
SITE MAP



**APPENDIX B**  
**TRANSFER SCHEDULE**

Task	Date(s) / Status
TOWN Submits Request "Petition for Termination of Recovery Wells RW-1 and RW-2"	02/22/16 Complete
STATE Notifies TOWN of Transfer Date	02/26/16 Complete
TOWN Provides Property and Equipment Transfer List	09/30/16
TOWN Transfers Records	05/20/16 Complete
STATE Verifies All Records are in STATE Site File Record	09/30/16
TOWN Provides Copies of Easements and Access Agreements	09/30/16
TOWN Completes Personnel Transition Training Program	09/30/16
TOWN Completes Community Relations Activities	09/27/16
TOWN and STATE Conduct Transfer Site Visit (multiple)	02/25/16 Complete
Transfer Agreement Signed by TOWN and STATE	09/27/16
Final Inspection by STATE	09/30/16
TOWN Transfers Equipment and Property to STATE	09/30/16
STATE Assumes Management of Site	10/01/16

Reviewed By  
Office of Town Attorney  




**APPENDIX C**  
**SITE RELATED DOCUMENTS/RECORDS**

1. Groundwater Monitoring Well Location Map
2. Groundwater Sampling Data
3. Community Relations Plan and mailing list
4. Operation and Maintenance (O&M) Manual
5. Site Quality Assurance Project Plan (QAPP)
6. Site Specific Health and Safety Plan
7. Monthly O&M Reports
8. Quarterly Groundwater Reports

Reviewed By  
Office of Town Attorney  


APPENDIX D

**PERSONNEL TRANSITION TRAINING PLAN**

Segment

- Part 1      HEALTH & SAFETY – This training shall be the responsibility of the NYSDEC contractor, provided to contractor employees per OSHA requirements.
- |                        |                       |
|------------------------|-----------------------|
| OSHA 1910 Basics       | As necessary/relevant |
| Emergency Response     | As necessary/relevant |
| Hazard Communication   | As necessary/relevant |
| Respiratory Protection | As necessary/relevant |
| Lockout Tagout         | As necessary/relevant |
| Confined Space Entry   | As necessary/relevant |
| Right to Know          | As necessary/relevant |
- Part 2      FAMILIARIZATION WITH SITE – NYSDEC contractors shall become familiar with the documents listed which were previously provided by the Town.
- O&M Manual and As-Built Drawings
- Review of Control Systems and Site layout
- Part 3      OBSERVATION AND HANDS-ON TRAINING - Subsequent to the NYSDEC contractor's personnel completing Parts 1 and 2, and having become familiar with the O&M Manual and As-Built Drawings, the Town will provide the following:
1. Pictures of major pieces of equipment and controls keyed to the facility plan.
  2. Written guidance and a facility tour on lessons learned through 23 years of operating the facility.
  3. Contacts for the NYSOPRHP.
  4. List of chemical suppliers.
  5. Updated list of key equipment suppliers.

Reviewed By  
Office of Town Attorney  


APPENDIX D (continued)

**PERSONNEL TRANSITION TRAINING PLAN**

NOTE: Observation and hands on training may be performed multiple times depending on the difficulty of the task. Complete performance tracking sheet after each observation and hands on event until proficiency is obtained.

Part 4      TRAINING EVALUATION

Training plan completion review and certification. The Certification section will be completed and certified by the NYSDEC contractor.

Reviewed By  
Office of Town Attorney  


APPENDIX D (continued)

PERSONNEL TRANSITION TRAINING PLAN

CERTIFICATION DEMONSTRATING SATISFACTORY COMPLETION OF TRAINING

- A. Satisfactorily completed health & safety training and submitted needed verification (PART 1)
- B. Satisfactorily acknowledged completion of document review (ALL PARTS)
- C. Satisfactorily observed operations listed (completed operation performance tracking sheet for each operation) (PART 4)
- D. Satisfactorily performed routine operations and special procedures with guidance (completed function training sheet for each operation) (PART 4)
- E. Satisfactorily understood field hydraulics and site layout (PART 2)
- F. Satisfactorily performed all operations listed in the Transfer Training Plan (PART 4)
- G. Satisfactorily completed one simulated problem solving period (Optional)
- H. Satisfactorily performed operations and problem solving with no/minimal guidance

I. Remarks:

Trainee	<u>POOR TAYLOR</u>	<u>P. Taylor</u>	<u>9-28-16</u>
	Print	Signature	Date
Trainee	<u>Jen Becker</u>	<u>Jen Becker</u>	<u>9/28/16</u>
	Print	Signature	Date
Trainee	<u>JAMES JACKSON</u>	<u>James Jackson</u>	<u></u>
	Print	Signature	Date
Trainer	<u></u>	<u></u>	<u></u>
	Print	Signature	Date
Trainer	<u></u>	<u></u>	<u></u>
	Print	Signature	Date
Trainer Supervisor	<u>MATTHEW RUSSO</u>	<u>Matthew Russo</u>	<u>9/28/16</u>
	Print	Signature	Date

**APPENDIX E**  
**STIPULATION AGREEMENT**  
**PROPERTY AND EQUIPMENT TRANSFER LIST**

Groundwater Extraction and Treatment Facility (in its entirety)
Extraction Wells – RW-1, RW-2, RW-3, RW-4, RW-5
Extraction Well Structures
Air Stripping System
Acid Rinse System
Wet Wells
Communications and Telemetry Systems
Lightning Protection System
Laboratory and Equipment Therein
Monitoring Wells: LF-1 M-30B-R MW-5B MW-6A MW-6B MW-6C MW-6D MW-6E MW-6F MW-7B-R MW-8A MW-8B MW-9B MW-9C MW-11A MW-11B OBS-1
Consumables
Access Agreements, Rights-of-Way, Easements

Reviewed By  
Office of Town Attorney  
*m/mph*

**APPENDIX F**  
**TASKS AND RESPONSIBILITIES**

**TASKS REQUIRING COMPLETION OR COORDINATION BETWEEN PARTIES  
PRIOR TO TRANSFER**

Clear roadways to, and vegetation around, Infiltration Basins  
Complete inventory  
Keys to all locks  
Easements and Access Agreements  
Electric  
Phone  
Internet  
Computers/PLC  
Potable Water and Fire Suppression  
Fiber Optic/Telemetry Specs and Contractors  
Vendors List  
Known Persistent or Anticipated Maintenance Items

**CONTINUED TOWN RESPONSIBILITIES**

Maintain site-wide drainage systems, infiltration basins, and applicable appurtenances  
for effluent discharge  
Maintain roadways and asphalt  
Maintain gates and fence  
Maintain grounds and lawn  
Mow around infiltration basins  
Snow removal

Reviewed By  
Office of Town Attorney  


WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memoranda dated September 12, 2016 and September 19, 2016 advises that the Town and the New York State Department of Environmental Conservation ("DEC") have engaged in negotiations in order to transfer the operation of a certain groundwater treatment facility located at the Old Bethpage Landfill/Claremont Polychemical site; and

WHEREAS, although the Town had operated said groundwater treatment facility pursuant to a 1988 Consent Decree with the DEC in order to capture and treat groundwater emanating from the Old Bethpage Landfill, it was subsequently determined that the Town was, in fact, capturing and treating groundwater emanating from the Claremont Polychemical site; and

WHEREAS, because the Town was treating groundwater that was the State's responsibility to treat, the Town entered into a Municipal Response Action Reimbursement Agreement under which the Town was reimbursed for a portion of the costs associated with the treatment plant operation; and

WHEREAS, the Town has petitioned to cease operation of the recovery wells that were capturing groundwater emanating from the Old Bethpage Landfill because of the Town's compliance with the monitoring and treatment criteria of the 1988 Consent Decree, the Town and the DEC have drafted a proposed Stipulation Agreement, which provides that the Town will transfer operation of the groundwater treatment facility, which will result in a cost savings to the Town; and

WHEREAS, in view of the foregoing, Richard T. Betz, by memoranda dated September 12, 2016 and September 19, 2016 has recommended and requested that the Town Board authorize the Supervisor or his designee to execute the proposed Stipulation Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor or his designee is hereby authorized to execute the Stipulation Agreement between the Town and the DEC together with any other documents which may be necessary to effectuate the transfer of the Old Bethpage/Claremont Polychemical site groundwater treatment facility to the DEC.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works  
Environmental Resources

*Reviewed By*  
*Office of Town Attorney*

